

1.0 ADMINISTRATIVE INFORMATION FOR BIDS:

1.1 INCORPORATION OF BID INTO THE CONTRACT:

The contents of the Invitation For Bids and the selected firm's response are to be incorporated into the Contract.

1.2 PROCUREMENT AUTHORITY:

The Maricopa County Procurement Code ("The Code") governs all procurement conducted by Maricopa County and is incorporated by this reference. Any protest concerning any Invitation for Bids must be filed with the Procurement Consultant in accordance with Section MC1-905 of the Code.

1.3 ADDENDA TO SOLICITATION:

Maricopa County may institute changes or modifications to the specifications and will notify all participants by an addendum to the Invitation For Bids. Addenda will be posted to www.maricopa.gov/materials with the original solicitation.

1.4 PROVISIONS OF BID DOCUMENTS:

All bids must comply with and not deviate from the provisions of the bid documents. Failure to meet a material requirement of the bid documents shall be reason for rejection of a bid.

1.5 REFERENCES:

Contractors must provide at least five (5) reference accounts to which they are presently providing like services. Included must be the name of the government or company, individual to contact, phone number, street address and e-mail address. Preference in awarding any Contract may be given to Contractors furnishing government accounts similar in size to Maricopa County.

1.6 AMPLIFYING DATA:

If any Contractor wishes to submit amplifying data with any Bid, a statement should be made on the bottom of the bid that amplifying materials are a part of the bid and said material should be attached to the bid form(s).

1.7 CONTRACTOR LICENSE REQUIREMENT:

The Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of this Contract, and shall comply with the same.

Contractors furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Contractor is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Contractors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Contractors shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

1.8 INCURRING COSTS:

Maricopa County is not responsible for any cost incurred in preparing a bid.

1.9 PUBLIC RECORD:

All information submitted relating to any Bid, except for proprietary information, shall become part of the public record, in accordance with the Maricopa County Procurement Code, Section MC1-405

1.10 M/WSBE PARTICIPATION:

Contractors submitting a bid are encouraged to solicit M/WSBE participation on the Contract. A list of certified M/WSBE enterprises may be obtained by contacting the Maricopa County Materials Management Department Procurement Consultant for this solicitation, or by accessing the Maricopa County Department of Transportation Web Site at:

<http://www.mcdot.maricopa.gov/procurement/mwbe/home.htm>

Please indicate in your bid response M/WSBE areas of involvement for monitoring purposes.

1.11 COMPLIANCE WITH SPECIFICATIONS:

The fact that a manufacturer chooses not to produce Materials to meet the Specifications will not be considered sufficient cause to adjudge the Specifications as restrictive. Contractor shall be required to offer Materials that meet or exceed the requirements of the Specifications, or is of equal or greater quality and functionality. Where Materials are offered that are not identical to the requirements contained in the Specifications, but are believed to be of equal or greater quality and functionality, bidders shall note such deviation and state why, in their opinion, the Materials are of equal or greater quality to the requirements of the Specifications. Maricopa County shall determine whether the deviation is material and if the substitute Materials are of equal or greater quality and functionality. Maricopa County retains the sole discretion to waive any deviation from or exception to the Specifications. Such deviations or exceptions may be grounds for rejection of the entire bid.

1.12 GENERAL EVALUATION:

The evaluation of bids and the determination of acceptability of the materials bid shall be the sole responsibility of the County and will be based on information furnished by the Contractor or identified in his bid, as well as, other information reasonably available to the County. Cash discount terms for Thirty (30) days or less will be considered as net in comparing bid prices. The Board reserves the right to make award on the basis of accepting the lowest bid on the materials conforming to the bid specification, to waive any informalities in the bid, or to reject all bids.

1.13 AWARD:

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

1.14 VALIDITY PERIOD:

All bid prices shall be held firm for a minimum period of sixty (60) days after bid opening.

1.15 POST AWARD MEETING:

The successful Contractor(s) may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Consultant of this Contract.

1.16 FINANCIAL STATUS:

All Contractors shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return prepared in accordance with Generally Accepted Accounting Principles or Standards. Failure or refusal to provide this information within five (5) business days after communication of the request by the County shall be sufficient grounds for the County to reject a bid, and/or declare a Contractor non-responsive and/or non-responsible, as those terms are defined in the Maricopa County Procurement Code.

If a Contractor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a Contractor or receiver has been appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law, the Contractor must provide the County with that information as part of its bid. The County may consider that information during evaluation of the bid. The County reserves the right to take any action available to it if it discovers a failure to provide such information to the County in a bid, including, but not limited to, determination that the Contractor should be declared non-responsive and/or non-responsible, and suspension or debarment of the Contractor, as those terms are defined in the Maricopa County Procurement Code.

By submitting a bid in response to the Invitation For Bids, the Contractor agrees that if, during the term of any Contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a Contractor or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law, the Contractor will immediately provide the County with a written notice to that effect, and will provide the County with any relevant information it requests to determine whether the Contractor will meet its obligations to the County.

1.17 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Continuous Improvement Initiatives" has identified Payment as a process requiring attention and improvement. Maricopa County has initiated changes in this area, which are intended to both improve and expedite this process. In light of these efforts, payment terms will be considered in determining the Contractor's price. Contractors are required to pick one of the standard payment terms the County utilizes (see Attachment A) of the bid. Failure to indicate a term will result in the County applying Net 30 days as Contractor's terms.

1.18 REGISTRATION:

Contractors are required to be registered with Maricopa County if they are selected for an award of any County Business. Failure to comply with this requirement in a timely fashion will cause your bid to be declared non-responsive. Registration forms are available from the Department of Materials Management, 320 W. Lincoln St., Phoenix, AZ 85003, on the Maricopa County Web Site at www.maricopa.gov, or by calling (602) 506-3244.

1.19 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs)

Maricopa County currently has ICPAs with numerous governmental units throughout the State of Arizona. These agreements allow these entities, with the approval of the Contract Contractors, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on the pricing page (Attachment A) of the Bid your acceptance or rejection regarding such participation. However your response will not be considered as an evaluation factor in awarding this Contract.